

18768-C

**SECOND SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS**

FROM
THE INDIANA RAIL ROAD COMPANY
1414 South West Street
Indianapolis, Indiana 46225
(Taxpayer I.D. No. 35-1673889)

TO
HARRIS TRUST AND SAVINGS BANK
111 West Monroe Street
Chicago, Illinois 60690
(Taxpayer I.D. No. 36-119448)

DATED AS OF APRIL 29, 1996

FIXTURE FILING. Certain of the personal property covered by this Mortgage is or will become fixtures on the real property described or referred to in this Mortgage, and this Mortgage upon being filed for record in the real estate records of the County wherein such fixtures are situated shall operate as a financing statement filed as a fixture filing in accordance with the applicable provisions of the Uniform Commercial Code upon such personal property which is or may become fixtures.

This Instrument Was Prepared By
and After Recording Return To:
R. Gibson Masters
Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603

Harris Trust and
Savings Bank

111 West Monroe Street
P.O. Box 755
Chicago, Illinois 60690-0755

Telephone (312) 461-2121



**HARRIS
BANK**

18768-C
RECEIVED
OCT 10 1996
SURFACE TRANSPORTATION BOARD

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RECEIVED
SURFACE TRANSPORTATION BOARD

October 3, 1996

Surface Transportation Board
Interstate Commerce Commission
Washington, D.C. 20423

**Re: Second Supplement to Mortgage and Security Agreement with
Assignment of Rents from Indiana Rail Road Company**

Ladies and Gentlemen:

The enclosed documents are being sent to you to be recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303. Please return the recorded documents to my attention at:

Harris Trust and Savings Bank
111 West Monroe Street
2-East
Chicago, Illinois 60603

If you have any questions, please do not hesitate to contact me at (312) 461-5171.

Sincerely,

Tamara Mitman
Loan Administrator

Enclosures

**SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001**

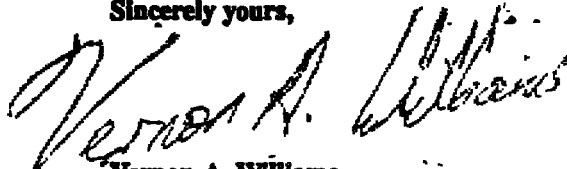
10/18/96

Tamara Hittman
Loan Administrator
Harris Trust Savings Bank
111 West Monroe Street
P. O. Box 755
Chicago, Illinois 60690-0755

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/18/96 at 3:30PM, and assigned recordation number(s). 18768-C.

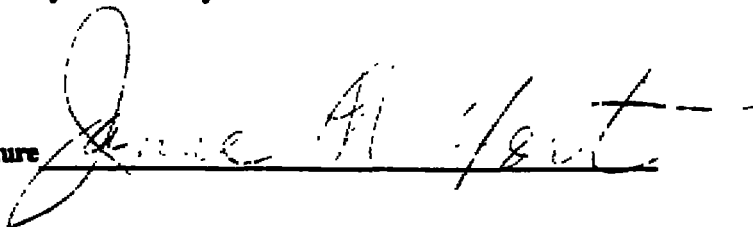
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 22.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



**SECOND SUPPLEMENT TO
MORTGAGE AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS**

This First Supplement to Mortgage and Security Agreement with Assignment of Rents (the "*Supplement*") dated April 29, 1996 from The Indiana Rail Road Company, an Indiana corporation with its principal place of business and mailing address at 1414 South West Street, Indianapolis, Indiana 46225 (hereinafter referred to as "*Mortgagor*"), to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 (hereinafter referred to as "*Mortgagee*");

WITNESSETH THAT:

WHEREAS, the Mortgagor did heretofore execute and deliver to the Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of April 1, 1994 and recorded in the Interstate Commerce Commission on April 15, 1994 as Document No18768, as supplemented by that certain First Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of October 26, 1994 and recorded in such recorder's office on December 1, 1994 as Document No. 18768-B (said Mortgage and Security Agreement with Assignment of Rents as so supplemented being hereinafter referred to as the "*Mortgage*") to mortgage, among other things, the real estate described in Schedule I attached hereto; and

WHEREAS, the Mortgage currently secures, among other things, (i) advances made and to be made from time to time by the Mortgagee on a revolving basis under a revolving credit (the "*Revolving Credit*") provided for in that certain Credit Agreement dated as of April 1, 1994 by and among the Mortgagor, Midland United Corporation (the "*Parent*") and the Mortgagee, as amended by that First Amendment to Credit dated October 26, 1994, as further amended by that Second Amendment to Credit Agreement dated May 22, 1995, and as further amended by that Third Amendment to Credit Agreement dated September 21, 1995 (said Credit as so amended and as the same may be further modified, amended, restated or replaced being referred to herein as the "*Credit Agreement*"), which advances are evidenced by that certain Revolving Credit Note of the Mortgagor dated April 1, 1994 payable to the order of the Mortgagee in the face principal amount of \$1,000,000 (the "*Revolving Credit Note*") and (ii) advances made and to be made from time to time by the Mortgagee on a revolving basis under a revolving term credit (the "*Revolving Term Credit*") provided for in the Credit Agreement, which advances are evidenced by that certain Revolving Term Credit Note of the Mortgagor dated October 26, 1994 payable to the order of the Mortgagee in the face principal amount of \$7,000,000 (the "*Revolving Term Credit Note*") (the Revolving Credit Note and the Revolving Term Credit Note being referred to individually as a "*Note*" and collectively, the "*Notes*"); and

WHEREAS, the Mortgagor and the Parent have entered into a Fourth Amendment to Credit Agreement with the Mortgagee bearing even date herewith (the "*Fourth*

Amendment"), pursuant to which the Mortgagor and the Mortgagee have agreed to, among other things, extend the Termination Date of the Revolving Credit to November 30, 1998 or such later date before April 30, 1999 to which the Mortgagor agrees; and

WHEREAS, as a condition precedent to making the extending the Termination Date of the Revolving Credit, the Mortgagee requires the Mortgagor, and to accommodate that requirement the Mortgagor desires by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of the Mortgagor which are currently subject to the lien of the Mortgage be and constitute collateral security not only for the Notes from time to time outstanding; and

WHEREAS, the Mortgage is to continue to secure all the indebtedness now secured thereby (including, without limitation, the Notes and the Hedging Liability), and this Supplement is being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for and in consideration of the execution and delivery by the Mortgagee of the Fourth Amendment and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage shall be and hereby is supplemented as follows, to wit:

To secure (i) the payment of the principal and premium, if any, of and interest on the Notes as and when the same become due and payable (whether by lapse of time, acceleration or otherwise) and all advances now or hereafter evidenced thereby, (ii) the payment of all sums due or owing with respect to the Hedging Liability, (iii) the payment of all other indebtedness, obligations and liabilities which this Mortgage, as supplemented hereby, secures pursuant to any of its terms, (iv) the observance and performance of all covenants and agreements contained herein or in the Notes or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto and (v) the payment and performance of any judgment which the Mortgagee shall at any time obtain against the Mortgagor (all of such indebtedness, obligations and liabilities described in clauses (i), (ii), (iii), (iv) and (v) above being hereinafter collectively referred to as the "*indebtedness hereby secured*"), the Mortgagor does hereby grant, mortgage, warrant, assign, and pledge unto the Mortgagee, its successors and assigns, and grant to the Mortgagee, its successors and assigns, a continuing security interest in, all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV and V, both inclusive, of the Mortgage, each and all of such Granting Clauses being hereby incorporated by reference herein with the same force and effect as though set forth herein in their entirety. The foregoing grant of a lien is in addition to and supplemental of, and not in substitution for, the grant of the lien created and provided for by the Mortgage, and nothing herein contained shall affect or impair the lien or priority of the Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

It is expressly understood and agreed that the indebtedness hereby secured will in no event exceed two hundred percent (200%) of the total face principal amount of the Notes.

In order to induce the Mortgagee to enter the First Amendment and to accept this Supplement, the Mortgagor hereby further covenants and agrees with, and represents and warrants to, the Mortgagee as follows:

1. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct and that no Event of Default, or any other event which with the lapse of time, the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Supplement. The Mortgagor hereby repeats and reaffirms all covenants and warranties contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

2. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any such capitalized terms defined herein and used in the Mortgage as supplemented hereby shall now have the meaning given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the Credit Agreement shall be deemed references to the Credit Agreement as amended by the Fourth Amendment and as the same may from time to time be further modified or amended.

3. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby.

4. The Mortgage as supplemented hereby is given to secure, among other things, revolving credit loans and shall secure not only presently existing indebtedness under the Credit Agreement as amended by the Fourth Amendment but also future advances, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of the Mortgage, although there may be no advance made at the time of execution of this Supplement and although there may be no indebtedness hereby secured outstanding at the time any such advance is made. The lien of the Mortgage as supplemented hereby shall be valid as to all indebtedness hereby secured, including future advances, from the time of filing of the Mortgage for record in the recorder's or registrar's office of the county in which the mortgaged property is located. The total amount of indebtedness hereby secured may increase or decrease from time to time, but the total unpaid balance of indebtedness hereby secured (including disbursements which the Mortgagee may make under the Mortgage as supplemented hereby, the Credit Agreement as amended by the Fourth Amendment or any other documents related

thereto) at any one time outstanding shall not exceed a maximum principal amount of \$16,000,000 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the mortgaged property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "*maximum amount secured hereby*"). The Mortgage as supplemented hereby shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the mortgaged property, to the extent of the maximum amount secured hereby.

5. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

6. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be deemed to be a reference to the Mortgage as supplemented hereby.

7. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of the Mortgagor, or by or on behalf of the Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be duly executed the day and year first above written.

THE INDIANA RAIL ROAD COMPANY

By Thomas B. Hoback
Its President & CEO

Accepted and agreed to in Chicago, Illinois as of the day and date first above written.

HARRIS TRUST AND SAVINGS BANK

By Thomas J. Cunningham
Its Vice President

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 19th day of SEPTEMBER, 1996, by THOMAS G. HOBACK, PRES. & CEO of The Indiana Rail Road Company as the free and voluntary act and deed of The Indiana Rail Road Company.

Sandra M. Stockman
SANDRA M. STOCKMAN
(Name Printed or Typed)
Notary Public

My county of residence is: JOHNSON
My commission expires: 11-2-96

SANDRA M. STOCKMAN
NOTARY PUBLIC - STATE OF INDIANA
MY COMMISSION EXPIRES 11-2-96

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 30th day of September, 1996, by Thomas J. Carmody, Vice President of Harris Trust and Savings Bank, as the free and voluntary act and deed of said Bank.

////////////////////////////////////
"OFFICIAL SEAL"
Tamara H. Mitman
Notary Public, State of Illinois
My Commission Expires 09/20/99
////////////////////////////////////

Tamara H. Mitman
Tamara H. Mitman
(Name Printed or Typed)
Notary Public

My county of residence is: Cook
My commission expires: 09/20/99

This Instrument Was Prepared By
and After Recording Return To:
R. Gibson Masters
Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603

SCHEDULE I

LEGAL DESCRIPTION OF REAL PROPERTY

SCHEDULE A
LEGAL DESCRIPTIONS OF REAL PROPERTY

All that portion of the right of way and property of the Illinois Central Railroad Company's "Sullivan, Indiana to Newton, Illinois" line that extends in a general westerly direction on, over and across a portion of Crawford County, Illinois, said right of way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows:

Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects the common "Sullivan County Indiana-Crawford County, Illinois" county/state line at approximately Mile Post X-120.6 and run westerly on, over and across the SW 1/4 Section 30, T. 7 N., R. 10 W.; S 1/2 Section 25, NW 1/4 Section 36, E 1/2 and SW 1/4 Section 35, N 1/2 S 1/2 Section 34, N 1/2 S 1/2 Section 33, N 1/2 S 1/2 Section 32, N 1/2 S 1/2 Section 31, T. 7 N., R. 11 W.; N 1/2 S 1/2 Section 36, S 1/2 Section 35, S 1/2 Section 34, S 1/2 Section 33, S 1/2 Section 32, S 1/2 Section 31, T. 7 N., R. 12 W., S 1/2 Section 36, SE 1/4 Section 35, S 1/2 S 1/2 Section 34, S 1/2 S 1/2 Section 33, S 1/2 S 1/2 Section 32, S 1/2 S 1/2 Section 31, T. 7 N., R. 13 W., N 1/2 Section 2, NE 1/4 NE 1/4 Section 3, N 1/2 N 1/2 Section 4, N 1/2 N 1/2 Section 5, N 1/2 N 1/2 Section 6, T. 6 N., R. 13 W.; S 1/2 Section 36, N 1/2 S 1/2 Section 35 T. 7 N., R. 14. W.; to the West line of said Section 35, being the common "Crawford County-Jasper County" county line at Mile Post X-141.56; including all interest to properties appurtenant to said line of railroad at Palestine, Robinson, Stacy and Oblong, Illinois; also included at Robinson, Illinois: General Carbon and Chemical Inc. trackage easements in the W 1/2 SW 1/4 Section 2 and the NE 1/4 SE 1/4 Section 3, T. 6 N., R. 12 W.; and at Palestine, Illinois a 20' strip of land in the W 1/2 NE 1/4 and the E 1/2 NW 1/4 Section 34, T. 7 N., R. 11 W.

Situated in the County of Crawford, in the State of Illinois.

EXCEPT all oil gas, coal and other minerals which may underlie premises in question.

PARCEL 1:

"Sullivan, Indiana to Newton, Illinois" line that extends in a general westerly direction on, over and across a portion of Sullivan County, Indiana, said right of way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon and is described as follows:

Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects a line extending northerly and southerly perpendicular to said main track in the NW 1/4 SW 1/4 Section 35 T 8 N, R 9 W, at Mile Post X-109.0, said point situated approximately 284' easterly from the West line of said NW 1/4 SW 1/4; said perpendicular line also being the most westerly boundary of that line of Railroad conveyed to the Indiana Rail Road Company by deed dated March 10, 1986, and run westerly on over and across said NW 1/4 SW 1/4 of Section 35, S 1/2 and S 1/2 N 1/2 Section 34, SE 1/4 SE 1/4 Section 33, T 8 N, R 9 W; N 1/2 and NW 1/4 SW 1/4 Section 4, SE 1/4 Section 5, N 1/2 Section 8, NE 1/4 and S 1/2 Section 7, NW 1/4 NW 1/4 Section 18 T 7 N, R 9 W; Section 13, SE 1/4 SE 1/4 Section 14, E 1/2 and SW 1/4 Section 23, S 1/2 S 1/2 Section 22, S 1/2 Section 21, S 1/2 Section 20, NW 1/4 Section 29, E 1/2 and SW 1/4 Section 30 T 7 N, R 10 W to the common "Sullivan County, Indiana-Crawford County, Illinois" county/state line at approximately Mile Post X-120.6; including all interest to properties appurtenant to said line of railroad at Sullivan, New Lebanon, Merom and Riverton, Indiana.

PARCEL 2:

"Sullivan, Indiana to Newton, Illinois" line that extends in a general westerly direction on, over and across a portion of Crawford County, Illinois, said right of way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon and is described as follows:

Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects the common "Sullivan County Indiana-Crawford County, Illinois" county/state line at approximately Mile Post X-120.6 and run westerly on, over and across the SW 1/4 Section 30 T 7 N, R 10 W; S 1/2 Section 25, NW 1/4 Section 36, E 1/2 and SW 1/4 Section 35, N 1/2 S 1/2 Section 34, N 1/2 S 1/2 Section 33, N 1/2 S 1/2 Section 32, N 1/2 S 1/2 Section 31 T 7 N, R 11 W; N 1/2 S 1/2 Section 36, S 1/2 Section 35, S 1/2 Section 34, S 1/2 Section 33, S 1/2 Section 32, S 1/2 Section 31, T 7 N, R 12 W, S 1/2 Section 36, SE 1/4 Section 35, S 1/2 S 1/2 Section 34, S 1/2 S 1/2 Section 33, S 1/2 S 1/2 Section 32, S 1/2 S 1/2 Section 31, T 7 N, R 13 W, N 1/2 Section 2, NE 1/4 NE 1/4 Section 3, N 1/2 N 1/2 Section 4, N 1/2 N 1/2 Section 5, N 1/2 N 1/2 Section 6, T 6 N, R 13 W; S 1/2 Section 36, N 1/2 S 1/2 Section 35 T 7 N, R 14 W to the West line of said Section 35, being the common "Crawford County-Jasper County" county line at Mile Post X-141.56; including all interest to properties appurtenant to said line of railroad at Palestine, Robinson, Stoy and Oblong, Illinois; also included at Robinson, Illinois: General Carbon and Chemical Inc. trackage easements in the W 1/2 SW 1/4 Section 2 and the NE 1/4 SE 1/4 Section 3 T 6 N, R 12 W, and at Palestine, Illinois a 20' strip of land in the W 1/2 NE 1/4 and the E 1/2 NW 1/4 Section 34 T 7 N, R 11 W.

PARCEL 3:

"Sullivan, Indiana to Newton, Illinois" line that extends in a general westerly direction on, over and across a portion of Jasper County, Illinois, said right of way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon and is described as follows:

Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects the common "Crawford County-Jasper County" county line at Mile Post X-141.56 and run westerly on, over and across the S 1/2 Section 34, S 1/2 Section 33, S 1/2 Section 32, S 1/2 Section 31 T 7 N R 14 W, 2nd P.M.; S 1/2 Section 31 T 7 N, R 11 E; S 1/2 Section 36, S 1/2 S 1/2 Section 35, SE 1/4 SE 1/4 Section 34 T 7 N, R 10 E; N 1/2 Section 3, S 1/2 N 1/2 and SW 1/4 Section 4, E 1/2 and NW 1/4 Section 5, N 1/2 Section 6 T 6 N, R 10 E; S 1/2 N 1/2 Section 1, S 1/2 N 1/2 Section 2, and NE 1/4 Section 3 T 6 N, R 9 E 3rd P.M. to the West line of the East 282' of said NE 1/4 Section 3 at Mile Post X-155 including all interest to properties appurtenant to said line of railroad at Willow Hill and Newton, Illinois.

A part of the East half of Section 14, Township 3 East, Marion County, Indiana, also being, a part of the Peru and Indianapolis Railroad Company's South Addition, Plat Book 1, Page 157, Kappes and Naltner's South Meridian Street Addition, Plat Book 7, Page 47 and Plat Book 7, Page 24, more particularly described as follows:

Beginning at a point on the East line of Lot No. 13 in said Peru & Indianapolis Railroad Co.'s South Addition 165.00 feet from the Northeast corner of said Lot 13 (said point also being the Southeast corner of McKees' Subdivision, PB 13, Pg.79); thence South 00 degrees 35 minutes 12 seconds East along said East line 1069.75 feet to the South line of Palmer Street; thence North 88 degrees 43 minutes 17 seconds East along said South line 324.00 feet to the Northeast corner of Lot No. 26 in said Peru & Indianapolis Railroad Company's Addition; thence South 00 degrees 35 minutes 17 seconds East along the East line of said Lot No.26 700.55 feet to the South line of Minnesota Street; thence North 89 degrees 09 minutes 07 seconds East along said South line 129.37 feet to the centerline of Church Street as shown on the plat of Kappes & Naltner's South Meridian Street Addition; thence South 00 degrees 45 minutes 54 seconds East along said centerline 447.50 feet to the centerline of an alley; thence North 89 degrees 09 minutes 07 seconds East along said centerline 182.50 feet to the centerline of a North-South alley; thence South 00 degrees 45 minutes 54 seconds East along said centerline 487.50 feet to the South line of Alder Street; thence South 89 degrees 09 minutes 07 seconds West along said South line 528.13 feet to a point 25 feet West of the centerline of the main railroad track; said point also being on a curve to the left having a central angle of 11 degrees 51 minutes 34 seconds the radius point being South 78 degrees 14 minutes 08 seconds West a distance of 907.49 feet from said point; thence Northwesterly along said curve 187.84 feet to the point of tangency thereof; thence North 23 degrees 37 minutes 26 seconds West parallel with said main track 987.65 feet; thence South 66 degrees 22 minutes 34 seconds West 50.00 feet; thence North 23 degrees 37 minutes 26 seconds West 879.00 feet to a point on a curve to the right having a central angle of 06 degrees 11 minutes 56 seconds the radius point of said curve being South 32 degrees 54 minutes 19 seconds West a distance of 370.78 feet from said point; thence Southeasterly along said curve 40.11 feet; thence North 72 degrees 34 minutes 57 seconds East 35.17 feet to a point on a curve to the right having a central angle of 25 degrees 28 minutes 49 seconds the radius point of said curve being North 66 degrees 47 minutes 45 seconds East a distance of 1129.33 feet from said point; thence Northerly along said curve 502.23 feet to a point; thence North 01 degree 46 minutes 56 seconds East 306.59 feet; thence North 15 degrees 28 minutes 46 seconds East 206.58 feet to a point 203.96 feet from the Northwest corner of Lot No. 10 in said Peru & Indianapolis Railroad Company Addition said point also being on the South line of Wisconsin Street; thence North 88 degrees 43 minutes 17 seconds East along said South line 84.90 feet to a point 58.00 feet from the East line of Lot No. 10 in said addition; thence South 00 degrees 35 minutes 12 seconds East parallel with said East line 350.00 feet; thence North 88 degrees 43 minutes 17 seconds East parallel with the South line of Wisconsin Street 255.37 feet to the East line of Lot No. 11; thence North 00 degrees 35 minutes 12 seconds West along said East line 185.00 feet to the South line of said McKees' Subdivision; thence North 88 degrees 43 minutes 17 seconds East along said South line 329.93 feet to the POINT OF BEGINNING.

PARCEL 1 - Marion County, Indiana

Lots Numbered 10, 11, 12, 13, 20, 21, 22, 23, 24, 25 and 26 in Peru and Indianapolis Rail Road Company's South Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 1, page 157, in the Office of the Recorder of Marion County, Indiana. Also that part of Nebraska Street, heretofore vacated, lying South of and adjacent to said Lots Numbered 10, 11, 12 and 13 and North of and adjacent to said Lots Numbered 20, 21 and 22 extending East from the East right-of-way line of West Street to the West right-of-way line of Senate Avenue. Also that part of Palmer Street, heretofore vacated, lying South of and adjacent to said Lots Numbered 20, 21 and 22 and North of and adjacent to said Lots 23, 24 and 25 extending East from the East right-of-way line of West Street to the West right-of-way line of Senate Avenue. Also that part of Senate Avenue, heretofore vacated, lying East of and adjacent to said Lot Numbered 25 and West of and adjacent to said Lot Numbered 26. EXCEPT HOWEVER, that part described as follows:

Beginning at a point on the East line of South West Street distant 390 feet measured South 0 degrees 24 minutes East along said East line from the North line of said Lot 10, said point also being 35 feet East of the center line of West Street; running thence North 89 degrees 36 minutes East 100.45 feet to a point 15 feet Westerly at right angles from the center line of a railroad switch track; thence South 07 degrees 22 minutes West and parallel with said track 115 feet; thence North 89 degrees 36 minutes East 44.73 feet to a point 20 feet West of the center line of a railroad track; thence in a Southeasterly direction parallel with said track 502.22 feet along an arc to the left having a radius of 1129.33 feet and subtended by a long chord having a bearing of South 10 degrees 11 minutes 30 seconds East and a length of 498.10 feet; thence South 74 degrees 02 minutes 30 seconds West crossing a railroad track, a distance of 35.17 feet to a point 15 feet Southwesterly from the center of said railroad track; thence Northwesterly parallel with said track 200.76 feet along an arc to the left having a radius of 370.78 feet and subtended by a long chord having a bearing of North 65 degrees 54 minutes 22 seconds West and a length of 198.32 feet, to the East line of South West Street; thence North 0 degrees 24 minutes West and along said East line 532 feet to the point of beginning.

ALSO EXCEPT that part described as follows:

Beginning at the Northwest corner of said Lot #10, said point also being the intersection of the South right-of-way line of Wisconsin Street and the East right-of-way line of South West Street; thence North 89 degrees 00 minutes East on and along the North line of said Lot #10, 183.96 feet to a point 20 feet west along said right-of-way line from the centerline of the Illinois Central Gulf Railroad most westerly track; thence South 13 degrees 44 minutes 05 seconds West 100 feet to a point 15 feet West at right angles from the said centerline; thence South 16 degrees 05 minutes 46 seconds West 102.65 feet parallel with the said centerline to the P.C. of a curve to the

PARCEL 1 continued

left, said curve having a radius of 623.00 feet and a Delta of 11 degrees 21 minutes; thence Southerly along said curve parallel with said centerline 123.41 feet to the P.T. thereof; thence South 4 degrees 44 minutes 46 seconds West 75.82 feet and parallel with said centerline; thence South 89 degrees 36 minutes West 100.45 feet to the said East right-of-way line of South West Street; thence North 0 degrees 24 minutes West on and along said East right-of-way line 390.00 feet to the point of beginning.

ALSO EXCEPT part of Lots 22, 23 and 24 and part of a vacated street lying between Lots 22 and 23 in the Peru and Indianapolis Railroad Company's South Addition to the City of Indianapolis, as recorded in Plat Book 1, page 157, in the Office of the Recorder of Marion County, Indiana, and also a part of Section 14, Township 15 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, all more particularly described as follows:

Beginning at a point in the east line of West Street as fixed by Declaratory Resolution No. 15124, adopted April 10, 1934, by the Board of Public Works of the City of Indianapolis, said point being thirty-five (35) feet east of the center line of West Street and two hundred fifty-three and forty-seven hundredths (253.47) feet north of the south line of Lot 22 in said Peru and Indianapolis Company's South Addition; running thence southwardly along the said east line of West Street a distance of four hundred sixty-three and forty-seven hundredths (463.47) feet to a point; thence east ten (10) feet to a point forty-five (45) feet from the center line of West Street; thence southwardly along the said east line of West Street five hundred seventy-one (571) feet, more or less to a point in the thread of stream of White River as shown platted on a plan designated and marked:

"PLAN OF WHITE RIVER FLOOD PROTECTION PROJECT, FROM A LINE 775 FEET SOUTH OF THE CENTER LINE OF RAYMOND STREET (west of White River) TO MORRIS STREET, PLAN NO. 21,1927"

adopted by the Board of Public Works of the City of Indianapolis, February 2, 1927, as a part of Declaratory Resolution No. 13258, recorded January 9, 1930, in the Recorder's Office of Marion County, Indiana, in Town Lot Record 855, page 148; thence eastwardly following the meanderings of said thread of stream to a point in a line five hundred twenty-five and eighty-four hundredths (525.84) feet east of and parallel to the center line of West Street, said point being eight hundred sixty-five (865) feet, more or less, south of the north line of Lot 24 in said Peru and Indianapolis Railroad Company's South Addition; thence northwardly along said line five hundred twenty-five and eighty-four hundredths (525.84) feet east of and parallel to the center line of West Street a distance of three hundred five and ninety-five hundredths (305.95) feet, more or less, to a point in a line seventy-five (75) feet southwest of and parallel to the center line of the main railroad track of the Illinois Central

PARCEL 1 continued

System, said point being five hundred fifty-nine and five hundredths (559.05) feet south of the north line of said Lot 24; thence north-eastwardly along the line seventy-five (75) feet southwest of and parallel to the center line of the main railroad track of the Illinois Central System a distance of six hundred sixty-nine and four tenths (669.4) feet to a point in the south line of Lot 22 in said Peru and Indianapolis Railroad Company's South Addition, said point being two hundred sixty-four and eleven hundredths (264.11) feet east of the center line of West Street; thence northwestwardly along an extension of the aforesaid line seventy-five (75) feet southwest of and parallel to the center line of the main railroad track of the Illinois Central System, a distance of two hundred ten and six hundredths (210.06) feet to a point in a curved line fifteen (15) feet southwestwardly and parallel to the center line of the railroad switch track which runs westwardly across West Street and into Lot 31 of the Peru and Indianapolis Railroad Company's South Addition, thence westwardly along a curve to the left, said curve having a radius of three hundred seventy and seventy-eight hundredths (370.78) feet, and whose tangent at the beginning deflects thirty-three (33) degrees and nineteen (19) minutes to the left, a distance of one hundred fifty-eight and sixty hundredths (158.60) feet, more or less, to the place of beginning.

Lots Numbered 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Block 5, Lots Numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Block 6, Lots Numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Block 7, all in Kappes and Maltner's South Meridian Street Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 7, page 47, in the Office of the Recorder of Marion County, Indiana. Also the South Half of an alley, heretofore vacated, lying North of and adjacent to said Lot Numbered 26 in Block 5. Also all of the North-South alley, heretofore vacated, in said Block 6 lying West of and adjacent to Lots 1 thru 13 therein and East of and adjacent to Lots 14 thru 26 therein. Also all of the North-South alley, heretofore vacated, in said Block 7 lying West of and adjacent to Lots 1 thru 13 therein and East of and adjacent to Lots 14 thru 26 therein. Also all of the East-West alley, heretofore vacated, North of and adjacent to said Block 6 and South of and adjacent to said Block 7. Also part of Church Street, heretofore vacated, more particularly described as follows: Beginning at the Northeast corner of Lot Numbered 1 in Block 7 in said Kappes and Maltner's South Meridian Street Addition, thence East along the South right-of-way line of Minnesota Street a distance of 25 feet to a point; thence South, parallel with the West lines of Lots 26 thru 14 in Block 8 in said Kappes and Maltner's South Meridian Street Addition a distance of 447.5 feet to a point, said point being 25 feet West and 5.5 feet North of the Northwest corner of Lot Numbered 26 in Block 5 in said Kappes and Maltner's South Meridian Street Addition; thence East a distance of 25 feet to a point which is 5.5 feet North of the North

PARCEL 1 continued

West corner of Lot Numbered 26 in Block 5 in said Kappes and Naltner's South Meridian Street Addition; thence South on and along an extension of the West line of Lot Numbered 26 in Block 5 and the West lines of Lots 26 thru 14 in said Kappes and Naltner's South Meridian Street Addition, a distance of 447.5 feet to a point, said point being the South West corner of said Lot Numbered 14 in Block 5; thence West a distance of 50 feet to a point, said point being the South East corner of Lot Numbered 13 in Block 6 in said Kappes and Naltner's South Meridian Street Addition; thence North upon and along the East lines of Blocks 6 and 7 in said Kappes and Naltner's South Meridian Street Addition a distance of 895 feet to a point, said point being the North East corner of Lot Numbered 1 in Block 7 in said Kappes and Naltner's South Meridian Street Addition and THE POINT OF BEGINNING.

Also part of Adler Street heretofore vacated, part of Senate Avenue heretofore vacated, and a part of Minnesota Street heretofore vacated, more particularly described as follows: Beginning at the South East corner of Lot Numbered 14 in Block 5 in said Kappes and Naltner's South Meridian Street Addition, thence South along an extension of the East line of said Lot a distance of 40 feet to a point in the North line of Block 2 in said Kappes and Naltner's South Meridian Street Addition, thence West along the North line of Block 2 and 1 in said Kappes and Naltner's South Meridian Street Addition a distance of 599 feet to a point distant 20 feet South of the South East corner of Lot Numbered 226 in Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 24; thence North on and along an extension of the East line of Lot 226 and the East line of Lots Numbered 226 thru 240 in said Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 24, a distance of 955 feet to a point, said point being the North East corner of said Lot Numbered 240; thence East upon and along an extension of the North line of said Lot Numbered 240 a distance of 297 feet to a point, said point being distant 30 feet North and 65 feet East of the North West corner of Lot Numbered 1 in Block 7 in Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 47; thence South a distance of 30 feet to a point in the North line of said Lot Numbered 1 in Block 7, said point being distant 65 feet east from the North West corner thereof; thence West upon and along the North line of Lots Numbered 1 and 26 in Block 7 in Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 47, a distance of 247 feet to a point, said point being the North West corner of said Lot Numbered 26 in Block 7; thence South on and along the West lines of Lots 26 thru 14 in Block 7, and Lots 26 thru 14 in Block 6, all in Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 47, a distance of 895 feet to a point, said point being the South West corner of Lot Numbered 14 in Block 6 in said Kappes and Naltner's South Meridian Street Addition; thence East upon and along the South lines of Lots 14 and 13 in Block 6 and Lot 14 in Block 5,

PARCEL 1 continued

all in said Kappes and Naltner's South Meridian Street Addition a distance of 549 feet to a point, said point being the South East corner of Lot Numbered 14 in Block 5 in said Kappes and Naltner's South Meridian Street Addition and the POINT OF BEGINNING. EXCEPT HOWEVER, that part described as follows:

A part of the east half of Section 14, Township 15 North, Range 3 East, situated in Indianapolis, Marion County, Indiana and being more particularly described as follows, to-wit:

The point of beginning of the following description is the intersection of the north right of way line of the Indianapolis Union Railway Company (as shown in Deed Record #900, page #460) with a line 495.84 feet east of the east line of West Street (said line being parallel with West Street and said distance being measured perpendicularly to West Street, said West Street being located as shown in Plat Book #1 page 157 in the Recorder's Office of Marion County). From said point of beginning proceed thence North 0 degrees 34 minutes 50 seconds West (the bearing assumed from a compass observation) along a line parallel with West Street for a distance of 1041.78 feet; thence North 66 degrees 22 minutes 34 seconds East for a distance of 50.00 feet; thence South 23 degrees 37 minutes 26 seconds East, along a line parallel with and 25 feet distant from the main track of the Illinois Central Gulf Railroad, for a distance of 987.65 feet; thence curve right, with a 907.49 foot radius curve for a distance of 187.84 feet (the chord of which bears South 17 degrees 41 minutes 40 seconds East for a distance of 187.50 feet); thence North 89 degrees 48 minutes 52 seconds West, along the South line of vacated Adler Street, for a distance of 79.70 feet; thence North 0 degrees 57 minutes 27 seconds East, along the west line vacated Senate Avenue, for a distance of 20.00 feet; thence North 89 degrees 48 minutes 52 seconds West, along the north line of Lot 241 of Kappes and Naltner's South Meridian Street Addition, for a distance of 108.40 feet; thence South 17 degrees 31 minutes 04 seconds West, along the west line of the aforesaid Lot #241, for a distance of 42.45 feet, said point being 159.3 feet from the intersection of the west line of Lot #241 with the center line of the bridge of the Indianapolis-Union Railway Company over White River, as extended easterly; thence North 81 degrees 45 minutes 40 seconds West, with the right of way of the Indianapolis Union Railway, for a distance of 290.48 feet to the point of beginning.

PARCEL 2

Section 33, Township 9 North, Range 1 West, Monroe County, Indiana

Northwest Quarter

1. Deed Record 47, page 417 (fee simple)
2. Deed Record 47, page 427 (fee simple)
3. Deed Record 51, page 233 (fee simple)
 - Excepting therefrom:
 - Deed Record 268, pages 330-332,
 - Deed Record 268, pages 333-335, and
 - Deed Record 303, pages 60-62
4. Deed Record 47, page 404 (fee simple)
 - Excepting therefrom:
 - Deed Record 268, pages 330-332,
 - Deed Record 268, pages 333-335,
 - Deed Record 303, pages 60-62,
 - Deed Record 92, page 406, and
 - Deed Record 309, pages 453-455

Northeast Quarter

1. Deed Record 47, page 516 (fee simple)
2. Deed Record 47, page 517 (fee simple)
3. Deed Record 47, page 398 (fee simple)
 - Excepting therefrom:
 - Deed Record 264, pages 305-306,
 - Deed Record 264, pages 307-308,
 - Deed Record 304, pages 97-99, and
 - Deed Record 293, pages 243-245
4. Deed Record 48, page 9 (fee simple)
 - Excepting therefrom:
 - Deed Record 264, pages 307-308
5. Deed Record 47, page 395 (fee simple)
 - Excepting therefrom:
 - Deed Record 264, pages 305-306 and
 - Deed Record 304, pages 97-99
6. Deed Record 47, page 281 (fee simple)
 - Excepting therefrom:
 - Deed Record 264, pages 305-306 and
 - Deed Record 304, pages 97-99
7. Deed Record 47, page 426 (fee simple)
 - Excepting therefrom:
 - Deed Record 264, pages 305-306 and
 - Deed Record 304, pages 97-99
8. Deed Record 49, page 411 (fee simple)
 - Excepting therefrom:
 - Deed Record 118, page 210

PARCEL 2 continued

10. Deed Record 48, page 51 (fee simple)
 - Excepting therefrom:
 - Deed Record 118, page 210
11. Deed Record 47, page 524 (fee simple)
 - Excepting therefrom:
 - Deed Record 118, page 210
12. Deed Record 48, page 53 (fee simple)
 - Excepting therefrom:
 - Deed Record 118, page 210
13. Deed Record 47, page 525 (fee simple)
 - Excepting therefrom:
 - Deed Record 118, page 210
14. Deed Record 52, page 76 (fee simple)
 - Excepting therefrom:
 - Deed Record 106, page 39
15. Deed Record 48, page 132 (fee simple)
16. Deed Record 47, page 407 (fee simple)
 - Excepting therefrom:
 - Deed Record 106, page 39

All the strips of land of varying widths contained in the following descriptions constituting a continuous line of railroad right of way starting with the beginning point in Marion County and ending with the termination point in Sullivan County, including the Bloomington to Victor Branch in Monroe County, Indiana:

PARCEL 3

The following described lands and property situated in the County of Marion and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Marion County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of said line of railroad intersects the South line of Wisconsin Street, Indianapolis, Indiana, at approximate railroad Mile Post X-1.19 in the NE/4 Section 14, T.15 N., R.3 E., and run southerly on, over and across the E/2 and SW/4 said Section 14, NW/4 NE/4 and W/2 Section 23, SE/4 SE/4 Section 22, W/2 W/2 Sections 26 and 35, and E/2 E/2 Sections 27 and 34, said T.15 N., R.3 E.; W/2 W/2 Sections 2 and 11, and E/2 E/2 Sections 3, 10, 15 and 22, T.14 N., R.3 E.; to the South line of the SE/4 SE/4 said Section 22, T.14 N., R.3 E.; being the common "Marion County - Johnson County" county line at approximate Mile Post X-9.42; including all interest to properties appurtenant to said line of railroad and situated South of Wisconsin Street at Indianapolis, Indiana; excepting therefrom, at Indianapolis, Indiana, in the N/2 SW/4 said Section 23, T.15 N., R.3 E.; that tract of land bounded: on the North by the North line of said N/2 SW/4 Section 23; on the South by the center of Pleasant Run Creek; on the West by the White River; and on the East by a line parallel and/or concentric with and 25' normally distant westerly from the aforesaid main track centerline.

PARCEL 4

Section 33, Township 9 North, Range 1 West, Monroe County, Indiana

Northeast Quarter

Deed Record 47, page 534

(right-of-way)

Section 34, Township 9 North, Range 1 West, Monroe County, Indiana

Northwest Quarter

Deed Record 47, page 429

(right-of-way)

Southeast Quarter

1. Deed Record 47, page 403

(right-of-way)

2. Deed Record 49, page 532

(right-of-way)

- Excepting therefrom:

Deed Record 54, page 216, Tract #2

Northeast Quarter

Deed Record 47, page 511

(right-of-way)

- Excepting therefrom:

Deed Record 54, page 216, Tract #3

Section 35, Township 9 North, Range 1 West, Monroe County, Indiana

Southwest Quarter

Deed Record 47, page 409

(right-of-way)

- Excepting therefrom:

Deed Record 276, pages 368-373

Southeast Quarter

Deed Record 47, page 289

(right-of-way)

PARCEL 4 continued

Section 36, Township 9 North, Range 1 West, Monroe County, Indiana

1. Deed Record 47, page 287 (right-of-way)
2. Deed Record 47, page 406 (right-of-way)
3. Deed Record 47, page 411 (right-of-way)

Section 25, Township 9 North, Range 1 West, Monroe County, Indiana

1. Deed Record 50, page 54 (right-of-way)
2. Deed Record 47, page 410 (right-of-way)
3. Deed Record 52, pages 436-437 (right-of-way)

PARCEL 5

The following described lands and property situated in the County of Johnson and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Johnson County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of said line of railroad intersects the North line of the NE/4 NE/4 Section 27, T.14 N., R.3 E.; being the common "Johnson County - Marion County" county line at approximate railroad Mile Post X-9.42, and run southerly on, over and across the E/2 NE/4 said Section 27, W/2 NW/4 and SW/4 Section 26, and E/2 W/2 Section 35, said T.14 N., R.3 E.; W/2 E/2 Section 2, E/2 W/2 and W/2 E/2 Sections 11 and 14, W/2 E/2 Sections 23 and 26, and W/2 NE/4 and S/2 Section 35, T.13 N., R.3 E.; E/2 W/2 Section 2, E/2 W/2 and W/2 E/2 Section 11, E/2 W/2 Sections 14 and 23, E/2 W/2 and W/2 E/2 Section 25, and W/2, NW/4 NE/4 and SW/4 Section 35, T.12 N., R.3 E.; and, NW/4 NW/4 Section 2, N/2 Section 3, E/2 and SW/4 Section 4, NW/4 NW/4 Section 9, E/2 and SE/4 SW/4 Section 8, NW/4 Section 17, SE/4 NE/4 and S/2 Section 18, and NW/4 Section 19, T.11 N., R.3 E.; to the West line of said NW/4 Section 19, T.11 N., R.3 E.; being the common "Johnson County - Morgan County" county line at approximate Mile Post X-29.42; including, all interest to property appurtenant to said line of railroad at Frances, Bargersville and Anita, Indiana; excepting therefrom, all that portion of Grantor's property in the E/2 NW/4 said Section 35, T.12 N., R.3 E., lying West of a line parallel with and 25' normally distant westerly from the center of the main track of said line of railroad.

ALSO

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Johnson County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of said line of railroad intersects the West line of the W/2 SW/4 Section 31, T.11 N., R.3 E.; being the common "Johnson County-Morgan County" county line at railroad Mile Post X-31.92, and run southerly on, over and across said W/2 SW/4 Section 31, to the South line thereof, being the common "Johnson County-Brown County" county line at Mile Post X-32.29.

The following described lands and property situated in the County of Morgan and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Morgan County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of said line of railroad intersects the East line of the SE/4 NE/4 Section 24, T.11 N., R.2 E.; being the common "Morgan County - Johnson County" county line at railroad Mile Post X-29.42, and run southerly on, over and across said SE/4 NE/4 and the SE/4 said Section 24, W/2 E/2 Section 25, and E/2 Section 36, said T.11 N., R.2 E.; to the East line of the NE/4 SE/4 said Section 36, T.11 N., R.2 E.; being the common "Morgan County - Johnson County" county line at Mile Post X-31.92; including, all interest to properties appurtenant to said line of railroad at Morgantown, Indiana; excepting therefrom, at Morgantown, Indiana: First) Begin at point on West line of Lot 6, Jacob Adams' Addition, 7' North from the North line of Washington Street, and run North along said West line Lot 6, to a point 140' South from the South line of Mulberry Street; thence East 14.81'; thence N.16°E. 32'; thence N.31°45'E. 101.42'; thence North 23' to a point in the aforesaid South line of Mulberry Street 77' East from the NW corner said Lot 6; thence northerly in a straight line, to the SW corner Lot 30, Obenshain and Davenport's addition, in the North line aforesaid Mulberry Street 151.5' West from the West line of Highland Street; thence northerly in a straight line, to the NW corner Lot 26, said Obenshain and Davenport's addition, in the South line of Park Street; thence easterly along said South line of Park Street, to a point 27' West from the East line of aforesaid Highland Street; thence northerly at a right angle to the last described course, to the North line of aforesaid Park Street; thence East along the last said North line 27', to said East line of Highland Street; thence North along the last said East line, to the NW corner Lot 11, said Obenshain and Davenport's addition; thence east along the North line of said Lot 11, to the NE corner thereof; thence northeasterly in a straight line 323.32', to the East line of the W/2 SE/4 Section 24, T.11 N., R.2 E.; thence South along the last said East line, to a line parallel and/or concentric with and 25' normally distant westerly from the center of the main track of the aforesaid line of railroad; thence southwesterly along said parallel and/or concentric line, to a line parallel and/or concentric with and 10' normally distant westerly from the centerline of Grantor's house track; thence southwesterly along the last said parallel and/or concentric line, to the aforesaid North line of Washington Street; thence West along the last said North line, 8'; thence North at a right angle to the last described course, 19'; thence westerly in a straight line 85' to return to the point of beginning. - Second) That triangular part of the E/2 SE/4 Section 24, T.11 N., R.2 E.; lying Northwest of a line parallel and/or concentric with and 25' normally distant northwesterly from the center of the main track of the aforesaid line of railroad, and South of the South line of the original 38' wide right-of-way of the former Cleveland, Cincinnati, Chicago and St. Louis Railway Company. - Third) That part of the W/2 SE/4 Section 24, T.11 N., R.2 E.; lying North of the eastern extension of the South line of Lot 8, Obenshain and Davenport's addition; South of the western extension of the South line of that tract of land conveyed to the East Hill Cemetery Corporation 3-25-1976; and East of a line parallel and/or concentric with and 25' normally distant southeasterly from the center of the main track of the aforesaid line of railroad. - And, Fourth) All that part of Parcel No. 1 of three parcels of land acquired from the

PARCEL 6 continued

Cleveland, Cincinnati, Chicago and St. Louis Railway Company 7-21-1943 (Deed Book 114 - Page 330), lying West of Highland Street; East of Church Street; and South of the South line of the NW 38' in equal width of said Parcel No. 1 of the property acquired 7-21-1943 (Deed Book 114 - Page 330).

PARCEL 7

The following described lands and property situated in the County of Monroe and State of Indiana to wit:

1 that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Monroe County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of said line of railroad intersects the East line of the NE/4 NE/4 Section 2, T.9 N., R.1 E.; being the common "Monroe County - Brown County" county line at approximate railroad Mile Post X-43.6, and run southwesterly on, over and across the N/2 N/2 said Section 2, N/2 Section 3, S/2 N/2 and SW/4 Section 4, NW/4 NW/4 Section 9, N/2 and SW/4 Section 8, NW/4 NW/4 Section 17, and N/2 and SW/4 Section 18, said T.9 N., R.1 E.; E/2 SE/4 Section 13, E/2 Section 24, E/2 and SE/4 SW/4 Section 25, W/2 Section 36, S/2 Section 35, N/2 SE/4 and S/2 N/2 Section 34, N/2 Section 33, NE/4 and S/2 Section 32, and SE/4 Section 31, T.9 N., R.1 W.; NW/4 NE/4 and NW/4 Section 6, T.8 N., R.1 W.; and, S/2 NE/4 and S/2 Section 1, SE/4 SE/4 Section 2, N/2 and SW/4 Section 11, E/2 SE/4 Section 10, NE/4, SE/4 NW/4, NW/4 SE/4 and SW/4 Section 15, W/2 NW/4 Section 22, N/2 Section 21, S/2 N/2 and SW/4 Section 20, S/2 S/2 Section 19, and N/2 NW/4 Section 30, T.8 N., R.2 W.; to the West line of the NW/4 NW/4 said Section 30, T.8 N., R.2 W.; being the common "Monroe County - Greene County" county line at approximate Mile Post X-65.6; including, all interest to properties appurtenant to said line of railroad at Unionville, New Unionville, Bloomington, Kirby and Elwren, Indiana; excepting therefrom, at Bloomington: First) that part of the S/2 NE/4 and N/2 SE/4 Section 32, T.9 N., R.1 W., described as follows: Begin at the point where a line that lies parallel and/or concentric with and 25' normally distant northwesterly from the center of the main track of the aforesaid line of railroad intersects the South line of the 60' wide right-of-way of the Seaboard System Railroad, and run southwesterly along said parallel and/or concentric line, 1,100' to a point; thence northwesterly at a right angle to the last described course, 245' more or less to the aforesaid South line of the Seaboard System 60' wide right-of-way; thence easterly along said South right-of-way line, to return to the point of beginning. - Second) All that portion of Lots 64, 66, 68 and 70, Fairview Addition, lying southeasterly of and adjacent to a line parallel with and 85' normally distant southeasterly from the center of the main track of the aforesaid line of railroad. - Third) Begin at a point in the West line of Adams Street 25' normally distant southeasterly from the center of the main track of the aforesaid line of railroad, and run South along said West line, 80' more or less to the SW corner of that tract of land acquired from A. Christy, et ux, 3-2-1905 (Deed Book 47 - Page 519); thence easterly at a right angle to the last described course 214.5'; thence north parallel with said West line of Adams Street, to a line parallel with and 25' normally distant southeasterly from said main track centerline; thence southwesterly along said parallel line, to return to the point of beginning. - Fourth) Begin at a point on the West line SW/4 SW/4 Section 32, T.9 N., R.1 W. 50' normally distant northwesterly from the center of the main track of the aforesaid line of railroad, and run northeasterly in a straight line, to a point on the East line of Spring Street 75' normally distant northwesterly from said main track centerline; thence North along said East line 41'; thence West, 418' to the aforesaid West line SW/4 SW/4 Section 32; thence South along said West line, 232' to return to the point of beginning. - Fifth) All that triangular portion of a 2.05 triangular shaped tract of land situated in the SE/4 Section 31, T.9 N., R.1 W., as acquired from H. B.

Lively, et al, 12-4-1906 (Deed Book 50 - Page 200) that lies northeasterly of and adjacent to a line parallel with and 50' normally distant northwesterly from the center of the main track of the aforesaid line of railroad. - And, Sixth) Begin at a point on the North Line of Seventh Street 127' West from the West line of Adams Street, said point lying in the West line of a 12' wide North-South alley, and run West along said North line, to a point 75' normally distant southeasterly from the center of the main track of the aforesaid line of railroad; thence northwesterly perpendicular to said center of main track 25'; thence northeasterly parallel with said main track, to the aforesaid West line of a 12' wide alley; thence South along said alley line, to return to the point of beginning. - All of Grantor's property varying in width and irregular in shape situated in the NE/4 SW/4 and NW/4 Section 34, and E/2 NE/4 Section 33, T.8 N., R.2 W. - And, at Ellettsville: First) A 40' wide parcel lying northerly of and adjacent to a line parallel with and 50' normally distant northerly from the center of the main track of the aforesaid line of railroad and extending easterly approximately 137' from the West line of the SW/4 SE/4 Section 19, T.8 N., R.2 W., to a right-of-way width change; thence continuing easterly said parcel 100' wide lying northerly of and adjacent to said line parallel with and 50' normally distant northerly from said main track center, a distance of 600'. - And, Second all that part of the S/2 SE/4 Section 19, T.8 N., R.2 W., lying West of the East line of the West 330' of the SE/4 SE/4 said Section 19 and lying South of a line parallel and/or concentric with and 50' normally distant southerly from the center of the main track of the aforesaid line of railroad.

ALSO

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Bloomington, Indiana to Victor, Indiana" line that extends in a general southerly direction, on, over and across a portion of Monroe County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows; Begin at the line common to the aforesaid line of railroad that runs from Indianapolis, Indiana to Sullivan, Indiana and said line of railroad that runs from Bloomington, Indiana to Victor, Indiana (vicinity railroad Mile Post X-57.1 and railroad Mile Post XA-0) in the SW/4 Section 32, T.9 N., R.1 W.; and run southerly on, over and across said SW/4 Section 32, T.9 N., R.1 W.; NW/4, SW/4 NE/4 and SE/4 Section 5, NE/4 Section 8, W/2 W/2 Sections 9 and 16, E/2 E/2 Section 17, E/2 Section 20, NW/4 NE/4 and W/2 Section 29, E/2 SE/4 Section 30, and N/2 and SW/4 Section 31, T.8 N., R.1 W.; W/2 Section 6, T.7 N., R.1 W.; SE/4 Section 1 and E/2 Section 12, T.7 N., R.2 W.; to the end of track and railroad ownership in the SE/4 said Section 12, T.7 N., R.2 W.; at Mile Post XA-9.16; including, all property appurtenant to said line of railroad at Bloomington, Indiana; excepting therefrom, at Bloomington: First) Begin at the intersection of the North line of Sixth Street with the West line of Hopewell Street, and run East along said North line, 140' to the West line of a 12' wide alley; thence North along said "West" alley line, 162' to the North line of a 15' wide alley; thence westerly parallel with the aforesaid North line of Sixth Street, to a line parallel and/or concentric with and 25' normally distant southeasterly from the East leg of the existing wye trackage; thence southwesterly along said parallel and/or concentric line, to a line parallel with and 196' normally distant southerly from the aforesaid North line of Sixth Street; thence easterly along the last said parallel line, to the aforesaid West line of Hopewell Street; thence North along said West line to return to the point of beginning. - Second) All that triangular portion of that 1.58 acre triangular shaped parcel situated in the SW/4 Section 32, T.9 N., R.1 W., as acquired from H. B. Lively, et al, 12-4-1906 (Deed Book 50 - Page 200) that lies northeasterly of and adjacent to a line parallel with and 50' normally distant northeasterly from the center of the main track of said "Bloomington to Victor" Branch. - And, Third) All that triangular portion of that 0.96 acre triangular shaped parcel situated in the E/2 NW/4 Section 5, T.8 N., R.1 W., as acquired from R. H. Rice, et ux, 4-3-1904 (Deed Book 51 - Page 164) that lies northeasterly of and adjacent to a line parallel with

PARCEL 8

The following described lands and property situated in the County of Brown and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Brown County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of said line of railroad intersects the North line of the NW/4 NW/4 Section 6, T.10 N., R.3 E.; being the common "Brown County - Johnson County" county line at railroad Mile Post X-32.29, and run southerly and southwesterly on, over and across the W/2 W/2 said Section 6, T.10 N., R.3 E.; SE/4 NE/4 and NE/4 SE/4 Section 1, T.10 N., R.2 E.; W/2 and W/2 SE/4 Section 7 and NW/4 NE/4 and W/2 Section 18, said T.10 N., R.3 E.; SE/4 SE/4 Section 13, NE/4 and S/2 Section 24, SE/4 SE/4 Section 23, NE/4 and W/2 Section 26, W/2 NW/4 Section 35, N/2 N/2 Section 34, N/2 NE/4 and NE/4 NW/4 Section 33, SW/4 SE/4 and S/2 SW/4 Section 28, S/2 SE/4 and SE/4 SW/4 Section 29, NW/4 Section 32, and SE/4 NE/4 and S/2 Section 31, said T.10 N., R.2 E.; and N/2 N/2 Section 1, T.9 N., R.1 E.; to the West line of the NW/4 NW/4 said Section 1, T.9 N., R.1 E.; being the common "Brown County - Monroe County" county line at Mile Post X-43.6; including, all interest to properties appurtenant to said line of railroad at Helmsburg and Trevlac, Indiana; excepting therefrom, at Helmsburg - begin a point on the East line NW/4 NE/4 Section 34, said T.10 N., R.2 E., 140' normally distant southerly from the aforesaid main track centerline, and run westerly parallel with said main track centerline 500' to a property corner; thence northerly at a right angle to the last described course 100'; thence easterly parallel with said main track centerline, to a line parallel and/or concentric with and 10' normally distant southerly from the centerline of the southernmost track (house track); thence easterly along said parallel and/or concentric line, to the aforesaid East line NW/4 NE/4 Section 34; thence South along said East line, to return to the point of beginning. - And, at Trevlac - Begin at the easternmost corner of that 1.45 acre tract acquired from H. McLary, et ux, 5-12-1906 (Deed Book 25 - Page 450) said point situated in the SW/4 SE/4 Section 29, said T.10 N., R.2 E., 150' normally distant southeasterly from the aforesaid main track centerline, and run southwesterly parallel and/or concentric with said main track centerline, along the South line of railroad right-of-way, 1200' to the westernmost corner of that 1.39 acre tract acquired from L. B. Calvert and C. A. Calvert 5-12-1906 (Deed Book 25 - Page 448); thence N.10°40'E., to a line parallel and/or concentric with and 25' normally distant southeasterly from said main track centerline; thence northeasterly along the last said parallel and/or concentric line, to a line that bears N.30°30'W. from said point of beginning; thence S.30°30'E., to return to said point of beginning.

PARCEL 9

The following described lands and property situated in the County of Greene and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general westerly direction on, over and across a portion of Greene County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of said line of railroad intersects the East line of the NE/4 NE/4 Section 25, T.8 N., R.3 W.; being the common "Greene County - Monroe County" county line at approximate railroad Mile Post X-65.6, and run westerly on, over and across the NE/4 and S/2 said Section 25, the NW/4 NW/4 Section 36, N/2 Section 35, SE/4 NE/4 and N/2 S/2 Section 34, N/2 SE/4 and SW/4 Section 33, S/2 S/2 Section 32, and SE/4 SE/4 Section 31, T.8 N., R.3 W.; N/2 N/2 Section 6, T.7 N., R.3 W.; N/2 Section 1, S/2 N/2 Sections 2 and 3, N/2 Section 4, and NE/4 Section 5, T.7 N., R.4 W.; S/2 S/2 Section 32 and S/2 SE/4 Section 31, T.8 N., R.4 W.; N/2 and SW/4 Section 6, said T.7 N., R.4 W.; SE/4 Section 1, NW/4 NE/4 and W/2 Section 12, W/2 W/2 Section 13, E/2 SE/4 Section 14, E/2 Section 23, N/2 Sections 26 and 27, S/2 SW/4 Section 22, S/2 S/2 Section 21, S/2 Section 20, and N/2 S/2 Section 19, T.7 N., R.5 W.; N/2 S/2 Section 24, N/2 SE/4 and S/2 N/2 Section 23, NE/4, S/2 SW/4 and N/2 S/2 Section 22, N/2 S/2 Sections 21 and 20, and N/2 S/2 and S/2 SW/4 Section 19, T.7 N., R.6 W.; and, S/2 N/2 and N/2 S/2 Sections 24, 23, 22 and 21, NE/4 Section 20, SW/4 SE/4, SW/4 and SW/4 NW/4 Section 17, NE/4 and NE/4 NW/4 Section 18, and SW/4 Section 7, T.7 N., R.7 W.; to the West line of the NW/4 SW/4 said Section 7, T.7 N., R.7 W.; being the common "Greene County - Sullivan County" county line at approximate Mile Post X-100.2; including, all interest to properties appurtenant to said line of railroad at Solsberry, Tulip, Bloomfield, Elliston, Switz City and Linton, Indiana; excepting therefrom, at Solsberry: First) All that portion of the North Half of Lots 26, 27, 28 and 29, Town of Solsberry, lying South of a line parallel with and 50' normally distant southerly from the center of the main track of the aforesaid line of railroad. - Second) All that portion of a 0.66 acre tract of land in the SE/4 SE/4 Section 33, T.8 N., R.3 W.; acquired through condemnation proceedings, Greene County Circuit Court, November Term/1905, lying North of a line parallel with and 50' normally distant northerly from the center of the main track of the aforesaid line of railroad. - Third) All that portion of a 2.33 acre tract of land in the SE/4 SE/4 Section 33, T.8 N., R.3 W.; acquired through condemnation proceedings, Greene County Circuit Court, November Term/1905, lying North of a line parallel with and 50' normally distant northerly from the center of the main track of the aforesaid line of railroad. - Fourth) All that portion of a 2.33 acre tract of land in the SE/4 SE/4 Section 33, T.8 N., R.3 W.; acquired through condemnation proceedings Greene County Circuit Court, November Term/1905, lying South of a line parallel with and 50' normally distant southerly from the center of the main track of the aforesaid line of railroad. - And, Fifth) All of a 2.1 acre tract of land acquired from the Madison Coal Corporation 11-10-1953 (Deed Book 136 - Page 420), said tract situated in the SW/4 SE/4 Section 33, T.8 N., R.3 W., lies North of a line parallel and/or concentric with and 50' normally distant northerly from the center of the main track of the aforesaid line of railroad. - At Tulip, First) A 40' wide strip lying North of a line parallel with and 50' normally distant northeasterly from the center of the main track of the aforesaid line of railroad in the NW/4 NW/4

PARCEL 9 continued

Section 4, T.7 N., R.4 W.; and running southeasterly from the West line of the East 528' said NW/4 NW/4, a distance of 233'. - Second) All of a 150' wide parcel lying North of a line parallel with and 50' normally distant northeasterly from the center of the main track of the aforesaid line of railroad in the NW/4 NW/4 Section 4, T.7 N., R.4 W.; and running southeasterly from the West line of said NW/4 NW/4, to the West line of the East 528' said NW/4 NW/4. - Third) A 50' wide strip lying South of a line parallel with and 140' normally distant southwesterly from the center of the main track of the aforesaid line of railroad in the SE/4 NW/4 Section 4, T.7 N., R.4 W.; and running southeasterly from the West line of said SE/4 SW/4, a distance of 200'. - Fourth) That part of the W/2 NW/4 Section 4, T.7 N., R.4 W.; lying South of a line parallel with and 140' normally distant southwesterly from the center of the main track of the aforesaid line of railroad and North of the South line of that 5 acre tract acquired from E. Watson, et ux, 7-15-1915 (Deed Book 92 - Page 190). - Fifth) All of that 0.44 acre triangular shaped tract in the SW/4 NW/4 Section 4, T.7 N., R.4 W.; lying South of and fronting 493' on the South line of that 5 acre tract acquired from E. Watson, et ux, 7-15-1915 (Deed Book 92 - Page 190). - Sixth) All of that 0.36 acre triangular shaped tract in the E/2 NE/4 Section 5, T.7 N., R.4 W.; lying West of and fronting 280' on the East line of said E/2 NE/4, being all of the second of two parcels of land acquired from E. Watson, et ux, 12-24-1906 (Deed Book 81 - Page 358). - And, Seventh) All that part of the S/2 S/2 Section 32, T.8 N., R.4 W.; lying South of a line parallel and/or concentric with and 50' normally distant southerly from the center of the main track of the aforesaid line of railroad. - And, at Bloomfield, all that portion of Block "M", Aden G. Cavin's addition lying West of the West line of that tract of land conveyed to L. Floyd and B. J. Floyd 5-31-1903 and South of a line parallel and/or concentric with and 10' normally distant southerly from the center of the southernmost track of the aforesaid line of railroad, said parcel situated in the SE/4 NE/4 Section 27, T.7 N., R.5 W.

PARCEL 10

The following described lands and property situated in the County of Sullivan and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general westerly direction on, over and across a portion of Sullivan County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects the East line of the NE/4 SE/4 Section 12, T.7N., R.8 W.; being the common "Sullivan County - Greene County" county line at approximate railroad Mile Post X-100.2, and run northwesterly and westerly on, over and across said NE/4 SE/4 and the N/2 said Section 12, W/2 SW/4 Section 1, and E/2 and NW/4 Section 2, said T.7 N., R.8 W.; SW/4 SW/4 Section 35, S/2 and SW/4 NW/4 Section 34, N/2 Sections 33, 32 and 31 T.8 N., R.8 W.; and, S/2 NE/4 and N/2 S/2 Section 36 and W/2 S/2 Section 35, T.8 N., R.9 W.; to a line extending northerly and southerly perpendicular to said main track centerline in the NW/4 SW/4 said Section 35, T.8 N., R.9 W.; at Mile Post X-109.0, said point situated approximately 284' easterly from the West line of the last said NW/4 SW/4; including, all interest to properties appurtenant to said line of railroad at Dugger and Cass, Indiana; excepting therefrom, First - All of Grantor's abandoned railroad right-of-way situated in that part of the NE/4 SE/4 Section 2, T.7 N., R.8 W. at Dugger, Indiana that lies North of Church Street, East of Neely Street, and Northeast of a line parallel with and 50' normally distant northeasterly from the centerline of the main track of the aforesaid line of railroad as presently located; and, Second - All of Grantor's abandoned 80' wide railroad right-of-way situated in the N/2 NW/4 Section 31, T.8 N., R.8 W.; and in the N/2 NE/4 Section 36, T.8 N., R.9 W.

EXCEPTING HOWEVER THE FOLLOWING DESCRIBED, REAL ESTATE

- (1) Legal description for property held by The Indiana Rail Road Company, located in Marion County and listed on the CERCLIS list as "ICG, Illinois Central Gulf, 2200 S. Dakota St., Indianapolis, IN 46225":

The portion of the right-of-way and property of The Indiana Rail Road Company that lies within the tract of land in the NW/4 and NE/4 of Section 23, T. 15 N., R. 3 E., and bounded as follows: On the north by Raymond Street; on the south by Southern Avenue; on the west by the White River; and on the east by West Street and, south of the southernmost extension of West Street, Bluff Road.

- (2) Property owned by The Indiana Rail Road Company in Monroe County, listed on the CERCLIS list as "ICGRR Right-of-Way, SW 1/4, Section 32, T9N, R1W, Bloomington, IN 47401":

The portion of the right-of-way of the Indiana Rail Road Company that lies within the SW/4, Section 32, T. 9 N., R. 1 W.